

The Federation of the Church Schools of Shalfleet and Yarmouth

Achieving Together for a Brighter Future



LETTINGS POLICY

Approved by Portfolio	CB Finance
Approved on Review date	Summer 20 Summer 21
Review Cycle	1 Year
Policy Type	Non - statutory
Ratified/FGM Date	

We believe that our school should be a centre for lifelong learning. The school wishes to be a valued part of the local community and is eager to encourage community use of its buildings. Our school is also committed to safeguarding and promoting the welfare of children and expects all staff, volunteers and members of the community using its premises to share and abide by this commitment and expectation.

Governors' Letting Regulations

The Letting rates will be reviewed annually. The School Business Manager will be responsible for the day to day administration of the Lettings policy and practice. The Headteacher, School Business Manager and Governors have flexibility to negotiate charges where appropriate.

All lettings are to be made with the School Business Manager using the appropriate booking form giving as much advance notice as possible. Payment is to be made to Shalfleet or Yarmouth C.E. Primary School. School functions and events will always take priority over lettings. Every effort will be made to inform users of dates when the premises will be unavailable. The school reserves the right to refuse lettings to applicants who have previously failed to fulfil the requirements of the 'Conditions of Hire' which is issued to all users. No lettings are allowed before 4pm Monday to Friday during term time.

Holiday Lettings are available subject to the building availability and cleaning schedules and at the discretion of the Headteacher. The school operates a strict NO SMOKING rule both inside and outside the building in line with Local Authority guidelines. The premises must be left in a clean and tidy condition. In the case of this standard not being met, then a charge may be made to cover any necessary cleaning. No school equipment will be used unless previously arranged with the School Business Manager.

Transfer of responsibility/duty

The Hirer shall indemnify the School Governors and Local Authority against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to persons which shall occur while such person is in the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by *The Hirer*.

The Hirer is responsible for providing adequate staff to secure the efficient supervision of people or premises during the hiring, including:-

- Safe admission and departure of the premises
- Safe clearance of the premises in an emergency or fire
- The safety of the premises and the preservation of good order

Disclosing and Barring Service

If you run a club/group that involves children it is your responsibility that you and your staff/helpers have had the necessary police checks carried out by the Disclosing and Barring Service. Please confirm with the School Business Manager that this has been done and is kept up to date.

Health and Safety

The Hirer is responsible for seeing that any equipment brought into school complies with all statutory safety requirements for that equipment (i.e. PAT testing) and for ensuring that the equipment users know the safety rules.

What to do in the event of a Fire

If you discover a fire raise the alarm by using the break glass alarm. Dial 999 and alert the fire brigade. If the alarm sounds during your function/meeting, please take the following action:-

- Everyone in school **must leave the building by the nearest exit** and gather on the large playground off the main school hall. It will be the Hirer's responsibility to make sure that everyone is accounted for.
- The Hirer must notify the fire brigade. The telephone is in the school office (dial 9 for an outside line @ Shalfleet) DIAL 999

- No-one must enter the school building until permission is given either by *The Hirer* or the Fire Brigade.
- The hirer must notify the School Business Manager once everyone is safely outside and all necessary calls have been made.

Charges

The areas available to hire are – the hall, classrooms and the school field.

If hirers wish to use specific school equipment, separate arrangements and charges will need to be agreed. Hirers are asked to use lights appropriately especially those in the hall during the summer period.

These rates do not include unlocking/locking by the Caretaker and an additional charge will be added depending on hours booked.

Lettings are exempt from VAT.

Pandemics

During a pandemic, no lettings or hire of the school premises will not be authorised.

Rate for hire for other events – these will be negotiated with the School Business Manager

There will be discretionary rates for church events and local charitable organisation activities.

Person/s to contact to make arrangements for a Letting.

Sarah Woodburn email sbm@federationshalfleetyarmouth.co.uk

or

Shalfleet Tel: 01983 760269 or email office@shalfleetceprimary.co.uk

Yarmouth Tel: 01983 760345 or email admin@yarmouthceprimary.co.uk

Governors' Conditions for Hire of School Premises

The governing body will set charges for hiring's guided by the following principles:

1. The dates and times do not clash with any school use of the buildings.
 - a. Use by the PTFA will be free of charge
 - b. Hiring's will be charged as per the cost indicated in the application form or such other sum as the governing body may determine from time to time.
 - c. Where the school is used as a Polling Station, there relevant authority will be charged the actual additional costs incurred by the school as well as the charges set out in the application form for the hire of the premises.
 - d. All bookings carry a £50.00 refundable deposit, which must be paid prior to a booking being confirmed as will be returned to the hirer no later than 14 days after the booked event has taken place, subject to no damage having been caused to the school premises or sports field (including the furnishings, equipment, fixtures and fittings) during the period of the hiring and the premises having been left tidy and as found at the commencement of the hiring.
 - e. Where a key is lost by a hirer the replacement of the key will be charged to them at full cost.
 - f. Every endeavour is made by the school to accommodate the reasonable requirements of the hirer but the primary function of the school is to provide education for its pupils which will take priority. Where the stage and/or lighting is required for school use it will not be removed for the hirer and it will remain in situ for the duration of the school event. The hirer shall not move any equipment, lights or other items (whether on the stage or elsewhere) without the prior written approval of the school
 - g. Hire charges cover the normal use of lights, heating and toilets. If hirers wish to use specific equipment, separate arrangements and charges will need to be agreed. Additional use of

electricity etc. must be previously arranged and agreed in writing. Hirers must not use lights inappropriately (and without prejudice to the generality of the foregoing especially those in the hall during the summer period)

- h. The full charge for any hiring including the deposit referred to in this policy shall be paid before a booking is confirmed. In the event of a hirer wishing to cancel a booking more than 14 days before the event is due to take place the hiring charge and deposit will be refunded less a £20 administration fee. In the event of a cancellation less than 14 days before the event the deposit will be refunded less a £20 administration fee but not the hiring charge
- i. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available

The Governing Body may cancel any permission granted to use the premises:

- (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council, Education Authority or Governing Body or otherwise or by anybody or person having a statutory right of user.
 - (b) If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - (c) If, for any reason, the school is closed, no compensation shall be payable by the Council, or Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
2. There is a '**No smoking**' policy in operation within the building and grounds. Hirers must agree to abide by this rule and actively enforce it.
 3. Users must show respect for school equipment and furniture. No equipment shall be used except by prior arrangement and payment where appropriate. No areas of the school may be used other than those specified in the hiring agreement. Appropriate use of lights will also be appreciated.
 4. Hirers will be expected to pay for the repair or cost of any damage to equipment or building caused during the letting.
 5. The premises/grounds must be left 'as found' at the end of the letting. Litter should be removed from rooms and grounds.
 6. Toilets to be used with cleanliness and hygiene in mind. Facilities for the disabled are available.
 7. Hirers should report to the School Business Manager any damage or breakage that takes place during the letting.
 8. Hirers are particularly asked to do all they can to prevent walls and displays being marked, moved, spoilt or misused. Any occurrence of this may lead to further costs being required or the cancellation of future letting.
 9. Insurance – in accordance with the LEA's advice, the school has joined the central 'Third Party Hirers Insurance Scheme' run by IWCC. *The Hirer* will be required to provide school with a copy of their public liability insurance.
 10. Hirers must provide their own first aid equipment and staff.
 11. Cars and vehicles should be parked in designated areas only allowing access for emergency services to the buildings.
 12. No fires to be sited anywhere within the school premises.
 13. Hirers should point out to their members the appropriate procedure and exits in case of fire and familiarise themselves with fire extinguisher points.

14. *The Hirer* is responsible for the security of the building and its contents, and the safety of **all** occupants during the Let. *The Hirer* must ensure that they check that **all** windows and doors including fire doors are securely locked.
15. Hirers are not allowed to sub-let or to share the premises with anyone else.
16. The Letting must be for lawful purposes.
17. Hirers should be sure to apply and communicate any relevant Health and Safety information to their members.
18. Any children present at a lettings function shall be properly supervised by adults, parents and/or organisers present.
19. All applications for hire of the facilities must be made in writing.
20. The school reserves the right to refuse lettings to applicants who have previously failed to fulfil the requirements of the 'Conditions of Hire' which is issued to all users.
 - i. Organisations who wish to advertise events in school need to contact the Headteacher or School Business Manager first. Hirers should be aware of the legal requirements for lotteries and prize draws and make separate arrangements for obtaining any licences for consumption of alcohol or music performances **if** the school has given permission for these.
21. If the terms and conditions of hiring are contravened in any way. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
22. The sports field may be hired separately from the school buildings. Hirers requiring the sports field should state this on their booking form. The areas that may be used on the sports field are the grassed areas and within the marked boundaries, not the concrete play area or woodland (at Freshwater). Use of PE equipment is only with permission of the PE Teacher. Gates at both ends of the Sports field must be closed after use.
23. In the event of any damage, of any person sustaining injury or loss, the Hirer must notify the School at the earliest opportunity. The School shall be indemnified in full by the hirer for any damage, loss or injury occurring during the period of the hiring even if not caused directly by the hirer.
24. All Hirers and those permitted to use the school buildings/sports field in consequence of the hiring must fully comply with all relevant Health and Safety legislation and regulations, and the school's health and safety policies. Hirers shall not permit smoking, the use of drugs or the consumption of alcohol anywhere on the school premises or sports field (save that alcohol may be sold and consumed if a licence has been obtained as mentioned below. Hirers shall not permit any dogs (apart from guide dogs) to be brought on to any part of the school buildings or playing field.
25. All hirers must leave the school buildings/sports field at the conclusion of the hiring in the same condition as at the commencement of the hiring. In particular all litter must be removed or placed in the bins provided.
26. Hirers must ensure they have an appropriately trained and qualified First Aider and a designated Fire Marshal on site throughout the hire period as per
27. Hirers may not sub contract the right to use the school buildings/sports field to another individual, club or organisation.
28. The school buildings/sports field will not be hired to individuals or organisations if there is reason to believe that the name of the school may thereby be brought into disrepute. The decision of the head teacher or governing body in this regard shall be final and neither he/she nor they shall be obliged to give a reason for the decision.
29. The school buildings/sports field may be hired for functions where a Public Entertainment Licence or Licensed Premises Licence is required provided this is agreed in advance by the head teacher

and the hirer obtains the necessary licence. The hirer must fully comply with the terms and conditions of any such licence and the legislation affecting it.

30. In the event of an emergency, fire, the hirer will have in place an appropriate evacuation procedure with a dedicated assembly point and that such procedures are known to all persons assisting in running the event for which the school premises/sports field have been hired. Should such a circumstance arise the Hirer will first contact 999 Emergency Services followed by the Caretaker.
31. The Governing body authorises the Headteacher to permit hiring's but if he/she believes a hiring should not be permitted he/she will report the reasons to the Governing Body. The Governing Body reserves the right to refuse any request for the hire of the premises and sports field from any one or organisation. The Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.
32. Income derived from hiring's will be retained by the school and costs to the school of hiring's will be met from this income.
33. All hirers shall be licensees and not entitled to exclusive possession of any part of the school premises/sports field. No relationship of landlord and tenant shall be created between the school and any hirer.
34. All hirers must satisfy the school that they have public liability insurance with a sum insured of at least £2 million which will cover claims arising out of the hiring. Hirers must agree to indemnify the school (including employees of the school and the members of the governing body) against all claims arising out of the use of the school premises/sports field by the hirer and those permitted on to the school premises/sports field during the hiring.
35. Should the hirer not be able to satisfy the school that it has appropriate liability insurance in place, the hirer must take out public liability insurance cover with the Local Authority at a cost of £2.50 as part of their booking agreement
36. The school shall not be liable for any claims for damages for death, personal injury or damage to property arising out of the hiring of the school premises/sports field by any person or corporate body save to the extent that such liability cannot by law be excluded. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect.
37. The Headteacher will up-date the Finance and Staffing Committee with details of hiring's on a regular basis.
38. A copy of this Lettings Policy will be provided to all hirers, which must be signed and returned with all required information provided in full prior to any hiring's taking place. Copies of all relevant school policies are available on request
39. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision
40. Furniture, (including chairs), must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school, unless prior permission has been applied for and granted by the Governing Body
41. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting
42. Access to the kitchen may be included in the let. The hirer must specifically request access to the kitchen upon making their booking. The hirer must provide their own kitchen equipment
43. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let
44. The hirer must report to the key holder who opens the building at the beginning of any let. The hirer must meet with the caretaker to sign the Caretaker's Certificate and Kitchen Certificate, if

required, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.

45. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
46. The total number allowed to participate in an event at Shalfleet & Yarmouth CE Primary School in the hall is 250.

The School takes the Safeguarding of children very seriously. If any organisation or group involved with children or vulnerable adults wishes to hire the hall, on a recurring basis they should have their own Safe Guarding Policy. It is their responsibility to ensure that DBS checks are carried out. The School reserves the right to inspect these checks and to view the safeguarding policy of the hirer upon request.

The Governing Body have the right to vary these terms and conditions at any time. The final decision on compliance lies with the Governing Body.

I acknowledge that I have read and accept the terms and conditions outlined above:

Signature:.....

Name:.....

Date:.....

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and return to the main school office.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to the terms and conditions of our school’s lettings policy.
1. A signed application does not guarantee the booking will be granted.
2. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and the additional returnable deposit required.
3. The hirer should then pay the booking invoice and returnable deposit in full on receipt of the confirmation letter and ensure they receive a receipt of payment, this will then confirm the booking agreement. Failure to pay the invoice and returnable deposit will result in the application for the let becoming void.
4. *Where deposits are paid, the hirer must ensure that he/she meets the representative of the school and signs for the conditions of the building on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Kitchen Certificate (where applicable).*
5. Where applicable, the Kitchen Certificate should be presented to school at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.

BOOKING PROCEDURES CHECKLIST

1. Issue application form + Terms and Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of buildings and/or sports field.
5. Check availability of caretaker.
6. Book let into diary with hirer's contact number.
7. Send permit and invoice for booking.
8. Receipt of deposit/payment in full.
9. Send receipt of payment to the hirer.
10. Receive any outstanding payment (where in two stages).
11. Confirm booking in diary.
12. Send receipt to hirer and confirmation of booking.
13. Process payment
 - a. Receive payment from hirer
 - b. Log payment into Tucasi as lettings income
 - c. Send payment to Lloyds Bank via payment book.
 - d. Lettings income will be recorded on the Monitoring Statement
14. Ensure payment has cleared before letting is allowed to proceed.

APPLICATION FORM FOR THE USE OF SCHOOL PREMISES

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

Office contact: Michelle Roberts (Yarmouth) 01983 760345

Office contact: Natalie Keith (Shalfleet) 01983 760345

School Business Manager: Sarah Woodburn 077292 04546

Caretaker contact: Paul Nelson 07765 894009

ACCOMMODATION REQUIRED	TIME FROM TO	DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
SCHOOL HALL				£10.00	
SPORTS FIELD				£10.00	
RETURNABLE DEPOSIT					£50.00
TOTAL COST					
Name of Organisation					
Nature and object of meeting					
Estimated number of people to be present					
Estimated number of children under 8 years to be present					
Will all persons be members of the Organisation ?					
To what purpose will any proceeds be donated ?					
How many chairs will be required ?					
How many tables will be required ? Adult : Children :					

FOR OFFICE USE ONLY :	£
Cancellation costs	
Additional administration (amendments)	
PERMIT NO.	INVOICE SENT
	PAYMENT RECEIVED



The Federation of the Church Schools of Shalfleet and Yarmouth

Achieving Together for a Brighter Future



The purpose of the Federation of the Church Schools of Shalfleet and Yarmouth is to educate children in an atmosphere of Christian love where all achieve the very best they can, now and throughout their lives

Headteacher Shalfleet and Yarmouth: Mrs Elizabeth Grainger BEd English (Hons)



A University of Chichester
ITT Partner School

LETTINGS INVOICE

Date: _____

Dear

With reference to your application to let school premise dated _____ we are pleased to inform you that permission has been given to use the accommodation/facilities at our school, details as stated below. This permission is dependent on;

1. All regulations and conditions stated in our School Letting Policy being met
2. The receipt of payment of any deposit required within _____ days of the date of this invoice, and ;
3. The cost of your let (as stated below), being paid within _____ days of the date of this invoice.

ACCOMMODATION REQUIRED	TIME FROM TO		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
SCHOOL HALL/BUILDINGS					£10.00	
SCHOOL FIELD					£10.00	
PUBLIC LIABILITY INSURANCE						£2.50
RETURNABLE DEPOSIT						£50.00
TOTAL COST						

Yours sincerely

All cheques should be made payable to the school and returned to the school at the address shown above.



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REMINDER RE: LETTINGS INVOICE

Dear

We note from our records that the balance of payment for the above letting is now due.

Please pay, by _____ (date) the sum of £_____ which is the balance now due.

Cheques should be made payable to the relevant school and returned to the school at the address as shown above.

*We would also like to remind you that a deposit of £_____ is also due for payment now.

Failure to pay the amount due by _____ (date) will mean that your booking to let part of the school premise will NOT be able to go ahead.

We thank you for your co-operation.

Yours sincerely

On behalf of the School.



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CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated _____ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely

On behalf of the school.



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HIRER'S AGREEMENT WITH SCHOOL

This agreement must be signed by both the Hirer (or Agent) and the school's representative.

This agreement calls for the Hirer (or Agent) and key holder to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Caretaker (or representative) on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER Signature:

School representative: Signature:

Date:

Time:

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

We are agreed that the Caretaker (or representative) *was/was not/will be required to spend extra time on duty.

Estimated time required:

but should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

HIRER Signature:.....

CARETAKER Signature:

Date :

Time :

(* Please delete as necessary)

CONDITIONS OF LETTING SCHOOL KITCHEN

THE KITCHEN MUST BE LEFT CLEAN AND TIDY AFTER LETTING

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. Only adults preparing food are permitted access to the kitchen area.
6. NO SMOKING in the kitchen at any time.
7. NO CHILDREN in the kitchen at any time.

You are advised that you must adhere to the times agreed as stated in your letting agreement.

Please make sure adequate time is left before the end of your let to ensure the kitchen is left clean and tidy.

Please ensure the Kitchen Supervisor's Certificate has been signed by both yourself (the Hirer) and the caretaker or key holder at the beginning and end of the letting.



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HIRER'S AGREEMENT WITH CARETAKER **(Kitchen Supervisor's Certificate)**

This agreement must be signed by both the Hirer (or Agent) and the caretaker or key holder. This agreement calls for the Hirer (or Agent) and the caretaker or key holder to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the staff on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER Signature:

School representative Signature :

Date:

Time:

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

We are agreed that ___ no. of staff *was/was not/ will be required to spend extra time on duty.

Estimated Time:.....

but should the time exceed this, the hirer will be advised at the earliest possible opportunity.

HIRER Signature:

School representative Signature:

Date :

(please delete as necessary)

GUIDANCE ON PUBLIC LIABILITY INSURANCE

The attached guidance on public liability insurance comes from
.....

INSURANCE COVER FOR SCHOOL LETTINGS

This is to confirm that the Isle of Wight Council still maintains a policy offering hirers of school premises public liability cover against third party claims for personal injury and damage to property. Details of this policy and the Local Authority's advice to schools concerning it are outlined below :

EXISTING INSURANCE COVER FOR SCHOOL LETTINGS

Third Party Lettings Policy

Hirers of school premises currently have the option of purchasing public liability cover against third party claims for personal injury and damage to property.

This cover can be bought for a flat rate of £2.50 per hire per day.

Although the purchase of this cover is optional for the hirer, schools are strongly advised to encourage hirers to take up the offer if they are not already covered by a public liability policy of their own. For example, in the event of any damage occurring to the school building or contents during a letting, and the hirer not being insured against public liability, the school would have to place a claim under their own buildings and contents policy. In the long run this will have an adverse effect on the school's claims record and possibly result in the payment of a higher premium in the future. It is in your school's interest therefore to draw this offer of public liability cover to the hirer's attention on your lettings form. A possible clause would be "It is strongly advised that you are indemnified by the Council's public liability policy for which a rate of £2.50 will be charged".

This policy will indemnify hirers in respect of claims up to £50 million

All schools on the Isle of Wight, including those in the voluntary sector, are able to offer this cover to anyone hiring their premises with the exception of :

- a. political parties, and
- b. organisations using the premises for business or commercial purposes.

Public Liability Insurance

Date:

To all key holders and hirers of school facilities

FIRE SAFETY COMPLIANCE

In order to comply with the current fire risk assessment please acknowledge, by putting your initials in the boxes, that you are aware of and have had sight of the following notices concerning fire safety

Fire Alarm call points location chart in entrance hall

I have an established Fire/Emergency Evacuation procedure in place

Location used:
(Please specify e.g. hall)

It is also a requirement that you name a fire marshall who is on site during the hiring who will act as the responsible adult to follow the fire plan.

Name Fire Marshall:.....

Named First Aider:.....

Signed:..... Print name:.....

On behalf of: (organisation).....

Date:.....